

FILED

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JAMES D. MAHER,
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No. 370

Supreme Court of the United States

October Term, 1919

J. HARTLEY MANNERS

Petitioner

v.

OLIVER MOROSCO

Respondent

**On Writ of Certiorari to the United States Circuit
Court of Appeals for the Second Circuit**

**MEMORANDUM IN OPPOSITION TO PETITIONER'S MOTION TO
ADVANCE AND TO PLACE ON THE SUMMARY DOCKET**

No. 370.

Supreme Court of the United States

OCTOBER TERM—1919.

J. HARTLEY MANNERS,

Petitioner,

v.

OLIVER MOROSCO,

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STATES CIRCUIT COURT OF APPEALS
FOR THE SECOND CIRCUIT.

MEMORANDUM IN OPPOSITION TO MOTION TO ADVANCE.

The respondent and his counsel cannot conscientiously consent to the petitioner's motion or concur in the statements on which it is based, to wit, that the questions presented will not require extended argument and are of particular consequence otherwise than to the parties.

Nor can we concur in the accuracy of the petition's summary of the contracts involved. We respectfully refer the Court to the full texts of the contracts of January 19, 1912, and July 20, 1914, which appear, respectively, at pages 13-17 and 117-122 of the record.

That the questions presented *will* require extended argument is shown by the fact that the record consists of 166 pages, and in the Circuit Court of Appeals the main brief of the petitioner and the brief of the respondent totalled 106 pages. Judge Ward dissented.

That the petitioner has heretofore regarded the questions presented as difficult is shown by his statement on page 4 of his petition for a writ of certiorari:

"A conflict between the decisions of the Federal Courts and between them and the decisions of the State Courts exist on the principal question presented."

Again on the same page, the petitioner said:

"This is the first case involving the questions presented to come before this Court."

The present case involves merely the interpretation of special clauses in a private contract and in a subsequent modifying contract. These clauses and these contracts are not at all likely to be reproduced, and present no question of general interest. So far as general principles are involved, they are well settled; for no one disputes that a general grant of the dramatic rights in a theatrical composition carries the motion picture rights, and that where the parties themselves have undertaken to define what rights are reserved other reservations will not easily be implied. The only issues are as to the application of these general principles and of the principles of construction to the unique and somewhat extended clauses of these two specially drawn contracts.

The suit is a peculiarly private controversy involving a peculiarly private and special issue.

CONCLUSION.

The motion to advance this cause and to place the same on the summary docket, should be denied.

Dated, New York, October 4, 1919.

Respectfully submitted,

CHARLES H. TUTTLE,
WILLIAM KLEIN,
Counsel for Respondent.